

**HUNTON ANDREWS KURTH LLP**

Ann Marie Mortimer (State Bar No. 169077)

amortimer@HuntonAK.com

Jason J. Kim (State Bar No. 221476)

kimj@HuntonAK.com

Jeff R. R. Nelson (State Bar No. 301546)

jnelson@HuntonAK.com

550 South Hope Street, Suite 2000

Los Angeles, California 90071-2627

Telephone: (213) 532-2000

Facsimile: (213) 532-2020

Attorneys for Plaintiffs

FACEBOOK, INC. and INSTAGRAM, LLC

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

FACEBOOK, INC., a Delaware  
corporation and INSTAGRAM, LLC, a  
Delaware limited liability company,

Plaintiffs,

v.

SEAN HEILWEIL, and JARRETT  
LUSSO, d/b/a "BOOSTGRAM",

Defendants.

CASE NO.: 3:20-CV-07345-SK

**STIPULATION AND ORDER  
REGARDING PERMANENT  
INJUNCTION AND DISMISSAL**

1           **WHEREAS**, Plaintiffs Facebook, Inc. and Instagram, LLC (“Plaintiffs” or  
2 “Facebook”) claim Defendants Sean Heilweil and Jarrett Lusso (“Defendants”)  
3 operated an unlawful business using the website boostgram.com to target Plaintiffs  
4 and their users. In particular, Facebook claims Defendants violated Instagram’s  
5 Terms of Use, Community Guidelines, and Platform Policy, and state and federal  
6 laws, by artificially inflating the “likes” and “followers” of Instagram accounts, and  
7 promoting their fake engagement service using a diluting domain name.

8           **WHEREAS**, Facebook previously revoked Defendants’ access to Facebook  
9 and Instagram, and sent cease and desist letters in May 2017 and August 2019.

10           **WHEREAS**, on October 20, 2020, Plaintiffs filed a lawsuit seeking injunctive  
11 and monetary relief against Defendants in the United States District Court for the  
12 Northern District of California titled, *Facebook, Inc. and Instagram, LLC v. Sean*  
13 *Heilweil, and Jarrett Lusso, d/b/a “Boostgram,”* Case No. 3:20-CV-07345-SK (the  
14 “Action”).

15           **WHEREAS**, the parties have agreed to resolve this action, and part of that  
16 resolution includes the entry of this Stipulated Permanent Injunction.

17           **NOW, THEREFORE**, the parties stipulate and agree as follows:

18                           **STIPULATED PERMANENT INJUNCTION**

19           IT IS HEREBY ORDERED, ADJUDGED, AND DECREED by the parties,  
20 that:

21           1. Defendants shall notify all their current and future employers, employees  
22 and agents of the existence of this Injunction and provide a copy of this Injunction to  
23 all current and future employers, employees and agents.

24           2. Defendants and, with the exception of the attorneys representing  
25 Defendants in this case, all other individuals acting on Defendants’ behalf who are  
26 described in Federal Rule of Civil Procedure 65(d)(2), including but not limited to  
27 Cache Ventures, LLC (collectively, the “Prohibited Parties”), are immediately and  
28 permanently ordered and enjoined as follows:

1           a.     The Prohibited Parties are immediately and permanently enjoined  
2 from accessing and using, whether directly or indirectly via a third party,  
3 intermediary, or proxy, the Facebook and Instagram platforms for any reason.

4           b.     The Prohibited Parties are immediately and permanently enjoined  
5 from engaging in or assisting others with any software or malicious code that interacts  
6 with Facebook's or Instagram's platforms and computer networks, including but not  
7 limited to any software or malicious code that generates "likes," "followers," or  
8 automates the actions of Instagram accounts.

9           c.     The Prohibited Parties are immediately and permanently enjoined  
10 from logging into, managing, manipulating, operating, or otherwise taking action on  
11 behalf of, any Facebook or Instagram account of any Facebook or Instagram user,  
12 whether directly or indirectly through a third party, intermediary, or proxy.

13          3.     The Court will retain continuing jurisdiction to enforce the terms of this  
14 Stipulated Permanent Injunction and to address any other matters arising out of or  
15 regarding this Stipulated Permanent Injunction, including any allegations that the  
16 parties have failed to comply with their obligations as set forth in this Stipulated  
17 Permanent Injunction, and the parties agree to submit to the Court's jurisdiction for  
18 those purposes.

19          4.     The rights and obligations under this Stipulated Permanent Injunction  
20 shall benefit, and be binding upon, each of the parties and their respective affiliates,  
21 predecessors, successors, and assigns.

**DISMISSAL**

Facebook's claims against Defendants are hereby dismissed with prejudice against the Defendants, except the Court retains jurisdiction to enforce this Stipulated Permanent Injunction and Dismissal. Each party bears its own fees and costs.

**IT IS SO STIPULATED.**

Dated: June 1, 2021

**HUNTON ANDREWS KURTH LLP**

By: /s/  
Ann Marie Mortimer  
Jason J. Kim  
Jeff R. R. Nelson  
Attorneys for Plaintiffs  
FACEBOOK, INC. and  
INSTAGRAM, LLC

Dated: June 1, 2021

**JOHAL & MOHIUDDIN, LLP**

By: /s/ Sharan Kaur Johal  
Sharan Kaur Johal  
Attorney for Defendants  
SEAN HEILWEIL and JARRETT  
LUSSO

**Signature Attestation Pursuant to Local Rule 5-1(i)(3)**

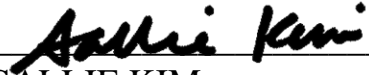
I, Jeff R. R. Nelson, attest that concurrence in the filing of this document has been obtained from each of the other signatories.

Dated: June 1, 2021

By: /s/ Jeff R. R. Nelson  
Jeff R. R. Nelson

**PURSUANT TO STIPULATION, IT IS SO ORDERED.**

Dated: June 2, 2021

By:   
SALLIE KIM  
United States Magistrate Judge

Hunton Andrews Kurth LLP  
550 South Hope Street, Suite 2000  
Los Angeles, California 90071-2627